

1 needs to make this whole for them. In the  
2 meantime, while we are trying to get a decision  
3 that says that the CLEC should pay us for them, we  
4 will continue to get these calls that were  
5 initiated by the CLEC customer, we will continue to  
6 not be paid for them, yet we will have to make  
7 payments arguably to the information service  
8 providers.

9           So, the reason, then, that we would like  
10 to be able to have the language in the second  
11 paragraph of the--what we handed out here is it  
12 gets us to the point of getting a decision on the  
13 merits much more quickly, so we are left, so to  
14 speak, holding the bag for a shorter period of  
15 time. That was our effort to try to make this  
16 issue go away.

17           MS. PREISS: So, is your point that the  
18 language in Exhibit 57, if included in your  
19 contract, would make clear that this is an open  
20 issue under the contract and is not covered by  
21 other contractual terms so that the compensation  
22 for this type of traffic would have to be

1 negotiated?

2 MR. ANTONIOU: I think that's a point.

3 Clearly, we haven't reached closure on that  
4 question, and in Virginia arguably folks would say  
5 they don't need to because this traffic takes  
6 place, but we haven't reached an arrangement on it.  
7 If we don't reach agreement pretty quickly, then we  
8 will go to dispute resolution so it will be  
9 decided.

10 MS. PREISS: Mr. Argenbright, given that  
11 Verizon obviously feels that this is an important  
12 issue, and given that there seems to be an  
13 agreement between the parties that there is no such  
14 traffic in Virginia that falls under this  
15 definition, why does WorldCom object to language  
16 that says that if this kind of traffic were  
17 exchanged in Virginia, the parties would negotiate  
18 about the treatment of it? Why did we have to  
19 decide today not to decide this issue?

20 What is your objection to the second  
21 paragraph of Exhibit 57?

22 MR. ARGENBRIGHT: I think there are two

1 components. There is the treatment of the traffic  
2 when it's exchanged as between the two carriers.  
3 That's where we get into the reciprocal  
4 compensation and the local classification.

5           The other component, which is as was just  
6 described, is when that traffic--when the call is  
7 made to that 976 number, that 976 provider expects  
8 to be paid for whatever information it doles out.  
9 Verizon is who that information service provider  
10 looks to for compensation. Verizon then would like  
11 to look to WorldCom to essentially make them whole  
12 for their arrangement with the information service  
13 provider.

14           MS. PREISS: But the language in  
15 Exhibit 57 doesn't say that, does it?

16           MR. ARGENBRIGHT: Well, the reason that  
17 whole train of transactions should be outside is  
18 not--it is a billing and collection function aside  
19 from the specific definitions of that. There needs  
20 to be a bill rendered, and dollars need to be  
21 collected. That is a separate agreement not  
22 within--our position is that would be a separate

1 agreement not within the Interconnection Agreement  
2 itself.

3           The billing and collection function is  
4 something that we would provide if we were  
5 agreeable to do that, and we could enter into  
6 negotiations to make sure that the payments--I  
7 mean, the reason that needs to be a separate  
8 agreement is you are getting into paper call  
9 services and rules that surround that, the  
10 requirements on information service providers for  
11 preamble and all those kinds of things that  
12 WorldCom has no visibility to, but yet is now being  
13 drug into the process without any contractual  
14 provisions to do that. And that whole discussion  
15 has to be outside of the Interconnection Agreement.  
16 That's our position.

17           MS. PREISS: So, what you're saying is if  
18 there were information service traffic in Virginia,  
19 WorldCom's position is that the compensation  
20 between the parties for the carriage of that  
21 traffic would not be within the scope of the  
22 Interconnection Agreement?

1 MR. ARGENBRIGHT: The compensation for the  
2 traffic being transported and terminated would be  
3 within the agreement. The compensation that  
4 involves paying the information service provider,  
5 dealing with the bad debt and fraud that comes with  
6 this type of traffic, dealing with the regulatory  
7 restrictions that involve this traffic, that has to  
8 be a whole separate agreement, and that's industry  
9 standard.

10 MS. PREISS: Do you agree with that,  
11 Mr. Antoniou, or Ms. Richardson?

12 MS. RICHARDSON: We have language in most  
13 of our agreements that address billing collection  
14 of information services traffic, so I disagree it's  
15 outside of the scope of the Interconnection  
16 Agreement. It is traffic delivered to a Verizon  
17 service by the CLEC, and that CLEC should then be  
18 responsible for their end-user service. We provide  
19 a method for them to block that traffic, if they do  
20 not choose to have their customers use it. If they  
21 allow their customers to use it, they should  
22 certainly be responsible for billing and collecting

1 that charge for that service.

2 MS. PREISS: Is that an agreement you  
3 reached with WorldCom in other jurisdictions?

4 MS. RICHARDSON: We do have that language  
5 in WorldCom agreements in other jurisdictions.

6 RECORD REQUEST

7 MS. PREISS: Could Verizon provide us with  
8 the language in other WorldCom agreements? I know  
9 you couldn't do that today, but would you do that?

10 MS. FAGLIONI: Yes.

11 MS. PREISS: I'm trying to figure out a  
12 way not to get hung up on something that is not in  
13 issue in Virginia.

14 MS. FAGLIONI: Too late.

15 MS. PREISS: Is it your intent, Verizon,  
16 that this language in Exhibit 57 requires  
17 negotiation of provisions that would be then  
18 incorporated into the Interconnection Agreement?

19 MR. ANTONIOU: Yes, it is.

20 MS. PREISS: Would you be satisfied if the  
21 language were, instead, just to suggest that the  
22 parties had to negotiate on this and within the

1 same time period, but that the billing and  
2 collection aspect of it would be a subject of a  
3 separate agreement between the parties?

4 MS. RICHARDSON: I have no objection to  
5 that.

6 MS. PREISS: Would that satisfy you,  
7 Mr. Argenbright?

8 MR. ARGENBRIGHT: That would get to the  
9 policy issue I raise in terms of exact contract  
10 language. I wouldn't be the negotiator on that.

11 MS. PREISS: Did you have something to  
12 add, Mr. Antoniou?

13 MR. ANTONIOU: When you say a separate  
14 agreement, do you mean by that an agreement not  
15 under 251?

16 MS. PREISS: I'm not really sure what I  
17 mean. I was trying to get to Mr. Argenbright's  
18 point about your experience is that WorldCom  
19 generally negotiates this outside the context of an  
20 Interconnection Agreement? The billing aspect, not  
21 the intercarrier compensation part of it.

22 MR. ARGENBRIGHT: That is my

1 understanding, yes.

2 MS. PREISS: Those separate agreements,  
3 Mr. Argenbright, are those agreements outside of  
4 the scope of 251 and 252 of the Act?

5 MR. ARGENBRIGHT: I believe so.

6 MS. PREISS: I don't have any further  
7 questions.

8 MR. STANLEY: I have a question on issue  
9 VI-1(Y). I'm sorry, but I was--I left the earlier  
10 cross-examination confused about the current  
11 position of the parties, so could I recap really  
12 quickly.

13 Mr. Argenbright, in your rebuttal  
14 testimony, stated WorldCom's position that it would  
15 not object to the language proposed by Verizon so  
16 long as certain sentence or clause were added about  
17 pending establishment of a mutually agreed-to  
18 arrangement, et cetera.

19 Is that WorldCom's current position, that  
20 it would accept WorldCom's proposed language if  
21 that sentence were added?

22 MR. ARGENBRIGHT: With that caveat, yes.

1 MS. FAGLIONI: You mean Verizon's proposed  
2 language with WorldCom's addition?

3 MR. STANLEY: Did I say it backwards?

4 MS. FAGLIONI: You said WorldCom's  
5 language with WorldCom's addition.

6 MR. STANLEY: That's what I meant.

7 MR. ARGENBRIGHT: That's what I was  
8 answering.

9 MR. STANLEY: Thanks.

10 And for Verizon, from your testimony a  
11 short time ago, you indicated that Verizon had  
12 proposed more detailed language?

13 MS. FINNEGAN: Yes, that's correct.

14 MR. STANLEY: Is Verizon's only objection  
15 to WorldCom's proposed sentence that Verizon now  
16 wants to include a mutually agreed-upon arrangement  
17 in this Interconnection Agreement rather than  
18 deferring it to a later time?

19 MS. FINNEGAN: Yes.

20 MR. STANLEY: Okay.

21 MR. FIRSCHEIN: My name is Warren  
22 Firschein, F-I-R-S-C-H-E-I-N.

1           On I-6(Y), can Verizon explain its new  
2 position?

3           MS. FAGLIONI: If I may interject, I'm  
4 happy for the witness to answer. I do have a copy  
5 of the language, and my witnesses, I think, made a  
6 decision without me. So, if it helps, I'm happy to  
7 distribute it. That's one that WorldCom just got  
8 this morning as opposed to last week, and I had not  
9 planned to hand it out. But I'm happy to hand it  
10 out, and I'm happy for her to explain it, however  
11 you want to handle it.

12           MR. MONROE: Mr. Dygert, I will renew my  
13 objection to litigating language that was presented  
14 to WorldCom this morning.

15           MR. DYGERT: Maybe I'm being overly  
16 optimistic, it sounds like you all are moving  
17 towards the same point here. Does it make sense to  
18 either take another break so you can talk and see  
19 whether you can agree to this, or to move on to  
20 other issues that don't involve the counsel that  
21 need to discuss this issue?

22           MS. FAGLIONI: Let me see if I could

1 short-circuit it.

2 (Pause.)

3 MS. FAGLIONI: We are willing to take  
4 offline entirely in the sense that if we cannot  
5 reach agreement on the new language she had in mind  
6 which would ultimately resolve the issue as opposed  
7 to put it off to the future with WorldCom offline  
8 for purposes of this arbitration, you could  
9 consider Verizon's proposed language with  
10 WorldCom's added sentence. What ought to result  
11 from this arbitration, we could take that as, in  
12 effect, a settled issue. What I think, in effect,  
13 will happen is Verizon's giving them their ultimate  
14 proposal. If we don't reach mutual agreement, they  
15 could invoke dispute resolution under the contract  
16 that results to get the final deal.

17 MR. DYGERT: One more time.

18 MR. ANTONIOU: This isn't on the table  
19 anymore for this arbitration, and if either party  
20 isn't happy with our attempts at resolving the  
21 couple of paragraphs to give effect to ultimately  
22 what should be the case here, then either party

1 under the new contract could ask for dispute  
2 resolution. So, no one needs to decide it here.

3 MR. DYGERT: Is that something that's  
4 acceptable to WorldCom?

5 MR. MONROE: I think it is, I just want to  
6 clarify.

7 Verizon is withdrawing this issue?

8 MR. ANTONIOU: Yes.

9 MS. FAGLIONI: I think what we are  
10 agreeing to put in the placeholder language with  
11 your sentence.

12 MR. MONROE: That's fine. It's resolved.

13 MS. FAGLIONI: If before we submit an  
14 Interconnection Agreement to the Commission for  
15 approval at the end of all this that we also happen  
16 to have gone ahead and reached the final agreement,  
17 then that can be slipped in instead. But that  
18 would be a settlement among the parties.

19 MR. DYGERT: So, for our purposes, the  
20 Commission's work on this question is finished?

21 MS. FAGLIONI: It's done.

22 MR. DYGERT: That sounds good.

1 MR. MONROE: That's fine with WorldCom. I  
2 don't want to leave the wrong impression. WorldCom  
3 is still very interested in attempting to negotiate  
4 and solve issues. We believe proposals made after  
5 the testimony is filed are attempts to resolve the  
6 issue but that we are actually litigating what was  
7 filed.

8 MR. DYGERT: I understand your position.

9 MR. MONROE: But we are continuing to  
10 negotiate.

11 MR. DYGERT: With that, I think we are  
12 finished with the miscellaneous panel.

13 MR. MONROE: I have some questions on  
14 redirect. We resolved VI-1(Y), and my redirect  
15 will be limit would to IV-1(AA).

16 MR. DYGERT: Go ahead.

17 REDIRECT EXAMINATION

18 MR. MONROE: Mr. Argenbright, I think  
19 there was some cross-examination discussing billing  
20 and collection agreements related to IV-1(AA), and  
21 I just wanted to ask you if you're aware of any law  
22 or regulation that would require WorldCom to

1 provide billing and collection services for  
2 information services traffic.

3 MR. ARGENBRIGHT: No.

4 MR. MONROE: And in fact, does WorldCom  
5 offer, as a routine matter, to provide billing and  
6 collection services for information services  
7 traffic?

8 MR. ARGENBRIGHT: No.

9 MR. MONROE: That's all I have. Thank  
10 you, Mr. Dygert.

11 MS. FAGLIONI: No redirect.

12 MR. DYGERT: Thank you very much. We can  
13 now move--should we take just a five-minute break  
14 and then start off with pricing terms and  
15 conditions subpanels one and two as well as issue  
16 I-11? All right.

17 (Brief recess.)

18 MR. DYGERT: Like I said before we took a  
19 break, we have now convened a new panel that covers  
20 what was previously subpanels one and two of  
21 pricing terms and conditions. There have been some  
22 resolutions there, so let me run through the issue

1 numbers. They're III-18, IV-30, IV-32, IV-36,  
2 IV-85, I-9, IV-31, and then we also added to this  
3 panel the general terms and conditions issue I-11.

4 If we could get the witnesses to identify  
5 themselves for the record, please, and then we will  
6 get those of you who are new sworn in.

7 MR. KIRCHBERGER: Bob Kirchberger, AT&T.

8 MR. CEDERQVIST: Frederick Cederqvist,  
9 AT&T.

10 DR. COLLINS: Francis Collins, Cox  
11 Communications.

12 MR. PITTERLE: Steve Pitterle, Verizon.

13 MR. ANTONIOU: Chris Antoniou, Verizon.

14 MR. DALY: Mike Daly, Verizon.

15 MS. LICHTENBERG: Sherry Lichtenberg,  
16 WorldCom.

17 MR. TROFIMUK: John Trofimuk, WorldCom.

18 MR. HARTHUN: Matt Harthun, WorldCom.

19 MR. ARGENBRIGHT: Mark Argenbright,  
20 WorldCom.

21 MR. DYGERT: Mr. Trofimuk, do you have a  
22 name card?

1 MR. TROFIMUK: I did three days ago.

2 MR. DYGERT: All those of you not  
3 previously sworn in, please stand so the Court  
4 Reporter can swear you in.

5 Whereupon,

6 MATT HARTHUN

7 JOHN TROFIMUK

8 MICHAEL DALY

9 FREDRIK CEDERQVIST

10 were called for examination by the Commission and,  
11 after having been duly sworn by the notary public,  
12 were examined and testified as follows:

13 MS. DAILEY: Could I ask one question  
14 clarification? I understand that issues VII-23,  
15 24, and 25 are resolved; is that correct?

16 MR. KEFFER: Yes.

17 MR. LOUX: Yes, it is.

18 MS. DAILEY: Is issue III-18 also resolved  
19 with respect to AT&T?

20 MR. LOUX: No.

21 MR. HARRINGTON: Should we note for the  
22 record that Verizon's witness for I-11 is not on

1 this panel and will be cross-examined this  
2 afternoon when she becomes available by phone?

3 MR. DYGERT: Yes.

4 MR. LOUX: Does the Commission have a  
5 preference in the order of issues?

6 MR. DYGERT: No, I don't think so.

7 MS. KELLEY: Maybe we should clarify just  
8 to make sure we are in agreement. Our  
9 understanding is that on all of the subpanel one  
10 issues, Verizon and, I guess, maybe with the  
11 exception of III-18, since that's an AT&T only  
12 issue, cross has been waived by the parties. By  
13 the parties I mean WorldCom and Verizon.

14 MS. FAGLIONI: Let me put it this way: I  
15 got cross on the rate cap issue, and then you got  
16 cross on I-11.

17 MR. OATES: I-11 and I-8, if I can, I  
18 would be happy to do that now.

19 MS. KELLEY: But every--

20 MS. FAGLIONI: Recap I-11, but otherwise  
21 no.

22 MS. MERIWEATHER: And just for

1 clarification, the rate cap is I-9 on subpanel two  
2 of the pricing?

3 MS. FAGLIONI: Yes.

4 CROSS-EXAMINATION

5 MR. OATES: Good morning, Ms. Lichtenberg.  
6 This is Mike Oates on behalf of Verizon again. And  
7 I will be asking you questions about issue I-11.

8 Are you familiar with the two different  
9 systems which provide interface to Verizon's OSS,  
10 those being what's known as the web GUI and the  
11 other being EDI?

12 MS. LICHTENBERG: Yes, I am familiar.

13 MR. OATES: Okay. Both are those are  
14 available to WorldCom, are they not?

15 MS. LICHTENBERG: That's correct, although  
16 we do 99 percent of our ordering and preordering  
17 using EDI.

18 MR. OATES: Okay. That's a matter of  
19 choice for WorldCom, is it not?

20 MS. LICHTENBERG: It is a matter of choice  
21 based on the fact that we do production volumes  
22 which require an EDI interface.

1 MR. OATES: And the greater volume is what  
2 the EDI serves; is that right?

3 MS. LICHTENBERG: I would say that.

4 MR. OATES: Isn't the difference between  
5 the Web GUI and EDI is the Web GUI is the setup for  
6 a human interface as opposed to an  
7 application-to-application interface?

8 MS. LICHTENBERG: I think in some forums  
9 Verizon has actually said that the Web GUI acts as  
10 an application-to-application interface, but in  
11 terms of the way in which ordering is conducted,  
12 web GUI is a person setting at a terminal actually  
13 placing orders or doing other kinds of queries.

14 The Web GUI always serves MCI WorldCom as  
15 our interface for performing trouble-handling  
16 functions via the Verizon RETAS, R-E-T-A-S, system.

17 MR. OATES: And you recognize, do you not,  
18 that the Verizon OSS serves literally hundreds of  
19 CLECs?

20 MS. LICHTENBERG: I do not know how many  
21 CLECs are actually using the Verizon systems at  
22 this moment or even still in business. I do know

1 that we use it.

2 MR. OATES: All right. And it's something  
3 that based on your testimony is very important to  
4 WorldCom; is that right?

5 MS. LICHTENBERG: Yes. Obviously without  
6 access to OSS, there is no way to place an order or  
7 support a customer.

8 MR. OATES: And that would be true for any  
9 CLEC who uses OSS, Verizon's OSS, is it not?

10 MS. LICHTENBERG: I can't speak to all  
11 CLECs. I would assume they must have some way, but  
12 it is conceivable that they could use a fax machine  
13 or make a phone call. I don't know.

14 MR. OATES: Why doesn't WorldCom use those  
15 methods?

16 MS. LICHTENBERG: WorldCom is quite  
17 different from most CLECs, I would say, in that we  
18 are in a large production volume business, so  
19 clearly we must have access via electronic data  
20 interchange.

21 MR. OATES: Don't you expect that most  
22 CLECs would say they need electronic access as well

1 as opposed to using telephone calls or fax  
2 machines?

3 MS. LICHTENBERG: I can't speak for other  
4 CLECs.

5 MR. OATES: Know something about how they  
6 do business, do you not?

7 MS. LICHTENBERG: Actually, I know very  
8 little about how other CLECs do business.

9 MR. OATES: Based on whatever knowledge  
10 you have, would you agree that it's more efficient,  
11 quicker, easier, to have the electronic interface  
12 rather than make a telephone call or use a fax  
13 machine?

14 MS. LICHTENBERG: For WorldCom it  
15 certainly is.

16 MR. OATES: Now, assuming if you will,  
17 Ms. Lichtenberg, that every CLEC shares your  
18 concern regarding the importance of OSS usage, you  
19 agree that Verizon has an obligation to provide  
20 nondiscriminatory access to all those CLECs?

21 MS. LICHTENBERG: Yes, I believe there is  
22 such an obligation.

1 MR. OATES: Verizon's obligation to  
2 WorldCom doesn't trump the obligation to any other  
3 CLEC?

4 MS. LICHTENBERG: I don't believe we are  
5 suggesting it does or should.

6 MR. OATES: And based on your knowledge of  
7 the Web GUI, is it your understanding that an  
8 application-to-application type interface run  
9 through the Web GUI could impair the operation of  
10 that system?

11 MS. LICHTENBERG: It is my understanding  
12 that Verizon has spoken to CLECs via the change  
13 management process about problems that may or may  
14 not have been caused by something that Verizon  
15 calls robot. Version, to my knowledge, has never  
16 been specific about how that robot operated, why  
17 that robot would damage the GUI. We have just been  
18 told there is such a thing, and have been told in  
19 change management. I believe there was a  
20 notification release saying that if you used a  
21 robot, then access would be stopped to that robot  
22 user.

1 MR. OATES: You described your  
2 understanding of the web GUI as being a person who  
3 sits down at a terminal and initiates the  
4 transaction or the communication; is that right?

5 MS. LICHTENBERG: That is my understanding  
6 of the way WorldCom uses it, yes.

7 MR. OATES: Okay. And if you know, would  
8 plugging a robot essentially into that type of  
9 system overload the Verizon system, if you know?

10 MS. LICHTENBERG: Again, as I said, I  
11 don't know how that would be done, and I have no  
12 idea what impact that would have.

13 MR. OATES: If Verizon, then, were to  
14 testify that such action would overload its Web  
15 GUI, you would have no basis on which to contradict  
16 that, would you?

17 MS. LICHTENBERG: Once I saw--I would not.  
18 However, if the details were provided, certainly  
19 our IT people would be more than happy to help  
20 understand it.

21 MR. OATES: Based on your knowledge,  
22 Ms. Lichtenberg, would you have any basis to

1 contradict testimony by Verizon that a robotic  
2 interface on a Web GUI would overload or even shut  
3 down the system?

4 MS. LICHTENBERG: I have no way to  
5 contradict that, no, and I wouldn't.

6 MR. OATES: Thank you.

7 Would you agree that part of its--part of  
8 Verizon's obligation to maintain OSS access for all  
9 CLECs includes a duty to minimize or avoid wherever  
10 possible system shutdowns or system impairment?

11 MS. LICHTENBERG: Yes, I would agree.

12 MR. OATES: Would you agree that Verizon  
13 should do--in satisfying that duty, Verizon should  
14 act as promptly as it possibly can in addressing  
15 those problems?

16 MS. LICHTENBERG: I think Verizon needs to  
17 examine root cause before it acts to take away CLEC  
18 access. I think that Verizon, of course, should  
19 always make sure that their systems are operating  
20 properly. But clearly shutting them down may not  
21 be the best way to resolve the issue.

22 MR. OATES: When Verizon investigates the

1 root cause of a problem, Ms. Lichtenberg, should  
2 Verizon do so as promptly as possible?

3 MS. LICHTENBERG: Yes. We have agreements  
4 on how Verizon does that as part of the change  
5 management.

6 MR. OATES: And would you agree that it is  
7 beneficial to all CLECs to have problems that  
8 affect the Web GUI, all CLECs who use the Web GUI  
9 anyway, would benefit from a system by which  
10 problems are identified and resolved as promptly as  
11 possible?

12 MS. LICHTENBERG: Yes, assuming the proper  
13 investigation is done and that the proper  
14 discussions are held with the CLECs that are  
15 involved.

16 MR. OATES: You would agree that a system  
17 or process by which Verizon essentially sits idly  
18 by and waits for complaints from the CLECs about  
19 OSS access would not be advantageous to the CLECs?

20 MS. LICHTENBERG: Well, actually, that is  
21 a subject of change management since the way that  
22 Verizon measures its OSS availability time or GUI

1 outage time, if you will, is based only on--is  
2 based on CLEC complaints about whether that system  
3 is available. And there is a special measure in  
4 the metrics for how that is done.

5 MR. OATES: And that is an issue that is a  
6 point of ongoing discussion with the CLECs in the  
7 change management process?

8 MS. LICHTENBERG: Actually, I don't  
9 believe there is discussion going on. There is a  
10 change--the metric of the availability of Verizon's  
11 OSS is based on CLEC reports of inability to access  
12 that OSS.

13 MR. OATES: If I might just ask  
14 Dr. Collins a few questions on this issue.

15 Dr. Collins, are you familiar with  
16 Verizon's web GUI and EDI interface systems?

17 DR. COLLINS: Yes.

18 MR. OATES: And is it your understanding  
19 as well that the Web GUI is designed for a human  
20 interface, as Ms. Lichtenberg described it, a  
21 person sitting down at a computer terminal?

22 DR. COLLINS: Yes.

1 MR. OATES: And EDI is designed for  
2 electronic application interface?

3 DR. COLLINS: Yes, EDI is designed for  
4 electronic application interface. And web GUI is  
5 typically operated by human, but there may be  
6 another way to use a Web GUI.

7 MR. OATES: All right. And the EDI  
8 system, is it not, is designed for higher volume  
9 usage than Web GUI; is that your understanding?

10 DR. COLLINS: It's been designed and  
11 offered to make high volume users more efficient  
12 than they could be using a web GUI.

13 MR. OATES: And does Cox use both the Web  
14 GUI and EDI? Do you know?

15 DR. COLLINS: I don't know.

16 MR. OATES: To your knowledge, are both  
17 systems available to Cox?

18 DR. COLLINS: Yes, I do know that.

19 MR. OATES: And do you know, Dr. Collins,  
20 whether a robot used through the Web GUI, a "robot"  
21 being a term I will use to describe some sort of  
22 application-to-application interface used through

1 the Web GUI, could shut that system down or impair  
2 its usage?

3 DR. COLLINS: Yes, that would be possible.

4 MR. OATES: Okay. Now, in your testimony,  
5 Dr. Collins, you refer to concerns regarding a Cox  
6 marketing campaign. If you will, since I think you  
7 testified you're not sure exactly which system Cox  
8 uses, EDI or web GUI, assume for the minute that  
9 Cox is using the Web GUI and it engages in a new  
10 marketing campaign, how would Cox's usage of the  
11 Web GUI be affected?

12 DR. COLLINS: It would increase.

13 MR. OATES: All right. Would the total  
14 number of--let me try that again.

15 Would the usage by an individual Cox user  
16 in the course of that marketing campaign  
17 potentially increase?

18 DR. COLLINS: Could you put that question  
19 in context.

20 MR. OATES: I guess what I mean is, if Cox  
21 has an individual user that is accessing the Web  
22 GUI through this one terminal and Cox has engaged

1 in a new marketing campaign, it's possible and  
2 potentially likely, is it not, that the Cox users'  
3 total volume of usage would increase as measured on  
4 a daily basis, let's say.

5 DR. COLLINS: Yes, that is likely.

6 MR. OATES: Is it possible, though, Dr.  
7 Collins, that the usage would for that one  
8 individual would increase to the point of being  
9 equal to the usage capabilities of a robot? Again,  
10 an electronic application-to-application interface?

11 DR. COLLINS: Let me just restate the  
12 question to make sure I understand it.

13 And that is, if there is a human interface  
14 using the Verizon Web GUI, would an increase in  
15 workload rise to the level of activity which could  
16 match that of a robot?

17 MR. OATES: Yes.

18 MR. HARRINGTON: I'm not sure we know what  
19 a robot is. Give me a volume level.

20 MR. OATES: I can't give you volume level,  
21 but for purposes of the question, yes, Dr. Collins,  
22 you rephrased it in the manner I intended it.

1 Thank you for that.

2           What I'm referring to when I say "robot"  
3 is simply that: An electronic  
4 application-to-application type interface as  
5 opposed to a human typing on the keyboard.

6           DR. COLLINS: The best answer that I can  
7 provide to your question is that it is highly  
8 unlikely that human interfaces could ever match the  
9 speed of utilization of the robot.

10           MR. OATES: Thank you. I have no more  
11 questions on issue I-11.

12           MS. FAGLIONI: Do you want Verizon to  
13 finish questions on this entire panel or finish on  
14 I-11?

15           MS. MERIWEATHER: I thought Verizon's  
16 witness on I-11 was not available by phone until  
17 this afternoon; is that correct?

18           MS. FAGLIONI: That's correct.

19           MR. HARRINGTON: Should it be staff  
20 questions on I-11 so the WorldCom witness can go?

21           MR. OATES: To the extent it's helpful,  
22 issue I-8 is closely related to this. I only have

1 a couple of questions on I-8. If it's easier for  
2 everybody, I could ask those now and let all your  
3 folks go, if the staff is amenable to that. Our  
4 witness that will be participating by telephone  
5 later will be addressing I-8 and I-11 both.

6 MR. HARRINGTON: Cox has no objection to  
7 doing I-8 or, for that matter, doing I-9 right away  
8 too.

9 MS. MERIWEATHER: WorldCom has no  
10 objection to asking I-8. We have the same witness  
11 for I-8 and I-11.

12 MR. DYGERT: Where is I-8?

13 MR. HARRINGTON: Business process, CPNI.

14 MR. DYGERT: Mr. Oates, if you would go  
15 ahead and do your cross on I-8, then we will have  
16 staff cross of Ms. Lichtenberg, and then she can be  
17 excused.

18 MR. OATES: Thank you.

19 Ms. Lichtenberg, just a couple of  
20 questions on issue I-8, which is actually business  
21 process issue, but involves this whole OSS  
22 electronic monitoring issue.

1           Is it correct that whatever CPNI, customer  
2 proprietary network information, that WorldCom  
3 accesses through the Verizon systems it does so  
4 through the OSS; is that right?

5           MS. LICHTENBERG: Using OSS as a generic  
6 term, we use both EDI and sometimes the Web GUI to  
7 access that information.

8           MR. OATES: Do you know whether or not  
9 Verizon monitors usage of EDI at all?

10          MS. LICHTENBERG: I really don't know  
11 because I have been unable to really understand  
12 from the Verizon testimony what sort of monitoring  
13 it does do on either EDI or the Web GUI. And that  
14 has been our concern in trying to understand this  
15 question.

16          MR. OATES: And your testimony earlier was  
17 that WorldCom's--between the two interfaces, the  
18 Web GUI and the EDI, WorldCom was using 90 percent  
19 or 99 percent? Which guess did you have?

20          MS. LICHTENBERG: The majority of  
21 WorldCom--and you have to split it out by the  
22 activities that we do. For ordering--for

1 preordering, we do potentially, I would say,  
2 95 percent through EDI. However, we use the Web  
3 GUI to pull information when we do error correction  
4 of orders that have potentially been rejected from  
5 Verizon and where we have our error correction  
6 folks work through it.

7           In terms of ordering, 99 percent of our  
8 orders are placed through EDI; and for trouble  
9 handling, 100 percent of our trouble handling uses  
10 the RETAS GUI system.

11           MR. OATES: Is that separate from the Web  
12 GUI or EDI?

13           MS. LICHTENBERG: RETAS, as I said before,  
14 is a subfunction of the Web GUI.

15           MR. OATES: Thank you.

16           And in terms of which of those functions  
17 WorldCom is accessing CPNI, would it be accurate to  
18 say that that is--you described ordering and  
19 preordering functions as being done 95 percent of  
20 the time on EDI, is that where primarily WorldCom  
21 would be accessing the CPNI?

22           MS. LICHTENBERG: Again, it depends on

1 what you're doing. We would clearly be accessing  
2 the CPNI after we obviously got approval from the  
3 customer during the preorder phase primarily using  
4 EDI.

5 In terms of correcting rejects for a  
6 customer who has placed the order with us, and that  
7 order has failed one of the edits at Verizon, we  
8 would be using in many instances the Web GUI to go  
9 back in and look at the customer's information so  
10 that we could correct that reject.

11 MR. OATES: If Verizon were to testify  
12 that it does not monitor CLEC use of the EDI, would  
13 that alleviate much of WorldCom's concern?

14 MS. LICHTENBERG: Yes, it would. It would  
15 be quite helpful.

16 MR. OATES: Could I ask you a question  
17 that you just--about a topic you just alluded to,  
18 Ms. Lichtenberg, regarding assent that WorldCom  
19 gets before it accesses any customer proprietary  
20 information.

21 How does WorldCom go about getting that  
22 assent, and how does WorldCom have that verified

1 through a third party, which you offer in your  
2 direct testimony?

3 MS. LICHTENBERG: The actual CPNI request,  
4 and the third-party verification of the customer's  
5 decision to go to the CLEC are, if you will,  
6 different animals, so I will speak to each  
7 separately.

8 As I said in the earlier panel, MCI's  
9 sales representatives, when we call a customer or a  
10 customer calls us, we use the FCC language to ask  
11 for approval to view the customer service record.  
12 We must--our representatives must make an  
13 affirmative action through our EDI to allow that  
14 information to be brought to their desktop.

15 Once the customer has agreed to move to  
16 MCI WorldCom for their service, that customer is  
17 queried by a third-party verification company that  
18 verifies that that customer's decision was correct  
19 and that they understand it.

20 MR. OATES: Does that third-party  
21 verification company communicate that verification  
22 directly to Verizon?

1 MS. LICHTENBERG: Third-party verification  
2 of the customer's decision to migrate in the local  
3 services world is again mandated under the FCC  
4 rules. There is no need to communicate that to  
5 Verizon.

6 MR. OATES: Does that mean that it does  
7 not?

8 MS. LICHTENBERG: It is not done. That  
9 data is retained following the FCC and state  
10 commission rulings.

11 MR. OATES: Retained by WorldCom?

12 MS. LICHTENBERG: It is retained by  
13 WorldCom, and I assume also by the third-party  
14 verifier.

15 MR. OATES: Thank you.

16 You also in your direct testimony discuss  
17 internal WorldCom systems used to ensure that its  
18 employees do not improper--WorldCom employees do  
19 not improperly access CPNI, and you refer to a  
20 button being pushed. Can you explain what you mean  
21 there.

22 MS. LICHTENBERG: Essentially that is just